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electronic device, and processing means for calculating a balance due when the transaction amount exceeds the amount stored in the portable electronic device; and
electronic money management means for compiling the transaction amount withdrawn from the electronic money through said electronic money terminal, the amount due calculated by the balance due processing means to defer payment of the balance due.

REMARKS

Applicant is in receipt of the detailed Office Action mailed August 13, 2002. Claims 1-24 are pending before entry of this amendment. Claims 11-15 have been cancelled, Claim 1 has been amended and new claim 25 has been added. Applicant requests reconsideration of the remaining claims in view of the following remarks.

NEW CLAIMS

Claim 25 has been added which recites that the balance due processing means has reading means for reading a credit flag that is contained in the portable electronic device. Nowhere do the cited references disclose the idea of using a credit flag contained within the balance due processing means for being read by the portable electronic device. Support for the amendment can be found throughout the specification.

35 U.S.C. § 102 Rejection

Claims 1, 2, 5-14 and 16-19 are rejected under 35 U.S.C. § 102(b) as being anticipated over U.S. Patent No. 5,557,516 ("Hogan"). The Examiner states that Hogan teaches that if the balance on the card 100 is insufficient to cover the purchase price, and a maximum number of renewals has not been reached, an automatic renewal is triggered by the terminal 37 to increase the balance by \$25. Applicant traverses this rejection.

Claim 1 and method Claim 11

Claim 1 has been amended to more clearly recite that the balance due processing means calculates the debt balance such that the payment for the balance can be deferred to a different time or day. Claim 11 recites the method step of processing a payment of a balance

due so that the payment is deferred when the transaction amount exceeds the amount of electronic money contained in the electronic device.

Hogan only discloses a system in which a predetermined amount of money is transferred from a designated bank account to the card when a transaction value exceeds the balance remaining on the card. If it appears that a balance due will be created by the transaction exceeding the balance, Hogan allows a transfer from a bank or credit card. Hogan does not delve into what that actual negative balance due is. As it immediately transfers money upon detection of a balance due and approval of the card holder, it does not care what the balance due is. Hogan does not consider the idea of deferring payment to a different time or different day. It remedies the payment now.

It should be noted that Tomoyuki et al. does not remedy this deficiency. Tomoyuki teaches a system having an IC card with electronic money stored within it. When the transaction is larger than the balance stored on the card, a loan is provided. As discussed at the bottom of Column 11 and the top of Column 12, Tomoyuki provides a message indicating that a balance is due when the transaction exceeds the purchase. It then provides the option to obtain a loan. If the loan is chosen, a storage area on the card stores the loan amount. The loan amount is stored at a different location than the card balance (sum information storage 14). Therefore, it does not calculate a balance due. The only time the loan balance and the card balance are used to determine a difference or balance is when the card balance *exceeds* the loan amount. This is used to clear the loan when a sufficient card balance is had. (Column 11, lines 29-36). It does not perform this function when the loan amount exceeds the card balance, as it immediately provides payment and does not defer payment to the future. Like Hogan, Tomoyuki teaches immediate payment, and does not contemplate deferring payment to another day. Therefore, it is not concerned with balance due.

Claim 1 and 11 both recite not only the idea of calculating a balance due, but also deferring payment. The term "balance due" in the claims refers to the negative balance based on a larger transaction than the card balance. As the cited references fail to teach or suggest such a feature, as they are concerned with immediate payment, Applicant submits that Claim 1 and 11 and all claims depending therefrom are in a condition for allowance.

Claim 9

Claim 9, in part, claims a settlement and clearing means that deducts a fee from the payment according to when the transaction occurred to generate a new payment. As discussed in detail through the specification, this feature allows deduction of a fee dependent upon the time at which the transaction occurs. As such, the owners of the machine can provide reduced fees during off peak hours, which the wire or telephone connection time to communicate a balance due is cheaper than on peak hours. The machine can offer other similar discounts for whatever reasons may be deemed applicable for differing time periods of use. None of the cited references, nor the Examiner's reasons for rejection, state that any of the cited references contain such a feature. Accordingly, Applicant submits that Claim 9 and all claims depending there from are in a condition for allowance.

Claims 20-24

The Examiner rejects Claims 20-24 under 35 U.S.C. § 102(b) as being anticipated over U.S. Patent No. 5,991,747 ("Tomoyuki"). Applicant respectfully traverses this rejection.

As discussed above, Column 11 and the top of Column 12 of Tomoyuki provides a separate location for storage of the loan and the card balance. The only time the loan balance and the card balance are used to determine a difference is when the card balance exceeds the loan amount, such that the loan amount is cleared (Column 11, lines 29-36). It does not perform this function when the loan amount exceeds the card balance, and therefore cannot calculate a balance due and store that balance due on the card. Tomoyuki teaches immediate payment, and does not contemplate deferring payment to another day. Therefore, it is not concerned with balance due. Claim 20, contrarily, includes the limitations of:

- deducting a value, by the electronic money terminal, that exceeds the predetermined cash value from the portable device memory;
- storing a transaction amount that represents the predetermined cash value in the terminal memory;
- calculating a balance due that represents a difference between the predetermined cash value and the value; and
- storing the balance due in the terminal memory.

As can be seen from the above recited limitations, Claim 20 recites the idea of not only providing a loan or other similar means to cover an overdraft, but instead provides a

calculated balance due to allow the payment to be deferred. Applicant submits that Claim 20 and the claims depending therefrom are in a condition for allowance.

Other Claims

It should be noted that many of the dependent claims, such as Claims 22-24 that contain additional limitations that provide patentable merit. These limitations are not found in the cited references, as well, and no reasons for their rejection are provided in the most recent office action. For instance, Claim 23 includes the limitations of:

sorting each of the plurality of balances due, at the electronic money management system, according to a time zone in which each balance due was transacted;
deducting fees from each balance due based on respective time zones in which each balance due was transacted to generate respective payment amounts; and
dispatching, from the electronic money management system, payment amounts to the electronic money terminal.

Similar to Claim 11, this feature allows the system to sort the balances due according to time zone, deduct fees based on this balance due, and provide payment amounts. Nowhere does the cited reference recite these limitations and nowhere does the most recent office action mention such limitations. Accordingly, Applicant respectfully submits that these claims are in a condition for allowance.

35 USC § 103 Rejection

The Examiner rejects Claims 3 and 15 under 35 USC §103(a) as being unpatentable over Hogan in view of Iijima (U.S. Patent 5,517,014). The Examiner also rejects Claims 4 under 35 USC §103(a) as being unpatentable over Hogan in view of Tateisi et al. (U.S. Patent 3,648,020). For the reasons set forth above, Applicant submits that Claims 3, 4 and 15 are in a condition for allowance.

CONCLUSION

For at least the above reasons, Applicants respectfully submits that the present invention, as claimed, is patentable over the prior art. If the Examiner has any issues which he believes can be expedited by a telephone conference, he is encouraged to telephone the undersigned Representative.

All objections and rejections having been addressed, it is respectfully submitted that the present application is in condition for allowance, and a Notice to that effect is earnestly solicited.

It is believed that any additional fees due with respect to the filing of this paper should be identified in any accompanying transmittal. However, if any additional fees are required in connection with the filing of this paper that are not identified in any accompanying transmittal, permission is given to charge Deposit Account 18-0013 in the name of Rader, Fishman & Grauer PLLC.

Respectfully submitted,

Dated:  13/2002

By: 

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1. (amended) An electronic money system, comprising:
an electronic money terminal having withdrawing means for withdrawing a
transaction amount from electronic money representing monetary value stored in a portable
electronic device, and processing means for [processing] calculating a balance due when the
transaction amount exceeds the amount stored in the portable electronic device; and
electronic money management means for compiling the transaction amount
withdrawn from the electronic money through said electronic money terminal, the amount
due calculated by the balance due processing means to defer payment of the balance due. [
and the amount processed by the balance due processing means.]